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Contract Number

SAP Number

## Preschool Services Department

Department Contract Representative	<u>John Trepp</u>
Telephone Number	<u>(909) 383-2004</u>
Contractor	_____
Contractor Representative	_____
Telephone Number	_____
Contract Term	_____
Original Contract Amount	_____
Amendment Amount	_____
Total Contract Amount	_____
Cost Center	<u>5012971000</u>

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino, hereinafter called the County, and the Preschool Service Department, hereinafter called PSD, desire to obtain the services of Contractor under the terms and conditions set forth in this Contract, and

**WHEREAS**, Contractor has the skills and knowledge necessary to provide **Home Visiting Program (HVP) Special Education Specialist** services for PSD;

**NOW, THEREFORE**, in consideration of mutual covenants and conditions, the parties agree as follows:

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## **I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

Contractor shall be employed as an **HVP Special Education Specialist** with PSD. Contractor shall work cooperatively with the staff of PSD and report to the HVP Program Manager. The HVP Special Education Specialist will identify preschool-age children participating in the HVP who are “at risk” for a variety of developmental delays and/or disabilities, perform assessment of the child, and provide education techniques to enhance the disabled child’s learning. This position performs a broad range of duties, including, but not limited to, the following:

- A. Coordinate the assessment of an “at risk” child to determine if the child is disabled.
- B. Confer with parents, physicians, nurses, psychologists, social workers, teachers, and other practitioners to obtain diagnoses, information, and documentation associated with certification.
- C. Make home visits to assess, educate, and encourage parental or guardian participation and support.
- D. Make referrals to private practitioners or other agencies for assessment.
- E. Coordinate “Individual Education Plan” conferences with parents, teachers, and other professionals to identify developmental goals and make recommendations.
- F. Provide individual instruction to children identified “at risk” to further their cognitive, emotional, social, and physical development.
- G. Instruct parents, teachers, and aides working in the classroom to make observations and employ specific methods, techniques, approaches, games, exercises, systems, designs, tools, or other stimulation programs to enhance the child’s learning.
- H. Conduct outreach by contacting doctor’s offices, hospitals, schools, preschools, and other agencies that service the developmentally disabled.
- I. Develop and maintain appropriate records and prepare reports.
- J. Prepare and deliver presentations related to special education issues at workshops and conferences for professional and community organizations.
- K. Provide vacation coverage and temporary relief as required.

## **II. CONFLICT OF INTEREST**

As a condition of employment, Contractor does hereby agree to follow and uphold the Conflict of Interest policy of the County’s Personnel Rules as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment, providing such acts do not constitute a conflict of interest as defined herein. Contractor is also subject to the provision of California Government Code Sections 1090, 1126, 87100, and any other conflict of interest code applicable to County employment.

## **III. TERM**

This Contract shall be effective \_\_\_\_\_ and shall remain in effect through June 30, 2021, subject to the termination provisions below. The Director of PSD, or his/her designee, is authorized to execute amendments to the Contract to extend the term for a maximum of one year. Notwithstanding the foregoing, either party may terminate this Contract at any time, without cause, with a fourteen (14) day prior written notice to the other party. This Contract may be terminated for just cause immediately by the

County. Contractor shall serve at the pleasure of the appointing authority, the Director of PSD, or his/her designee, who shall have the full authority and discretion to exercise County rights under this paragraph.

**IV. COMPENSATION OF CONTRACTOR**

Upon the effective date of this Contract, Contractor shall be considered a Contract employee in the County's Unclassified Service. Contractor shall receive only the benefits and compensation specifically set forth in this Contract. This Contract provides for the full compensation to Contractor for the services required hereunder. This Contract supersedes any prior employment Contract of Contractor.

**A. SALARY RATE**

Contractor shall be compensated for services at a rate of \_\_\_\_\_ per hour, which is equivalent to Step \_\_\_\_\_ of Range 52. Contractors new to PSD shall be hired at step "1" of the established base salary range except as otherwise provided in this Contract.

The Director of PSD, or his/her designee, may grant Contractor a step increase advancement based upon availability of funding. The Director of PSD, or his/her designee, shall have discretion in initiating any step increase advancements.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to eighty (80) hours per pay period.

Contractor does not gain probationary or regular status during the term of this Contract. Payment for services shall be made bi-weekly during the term specified in Section III of this Contract.

**B. OVERTIME**

Overtime shall be defined as all hours actually worked in excess of forty (40) hours a work period. For purposes of defining overtime, paid leave time, excluding sick leave, shall be considered as time actually worked. If Contractor is authorized by the Director of PSD, or his/her designee, to work overtime, Contractor shall be eligible to receive overtime compensation at one and one half (1-1/2) times the Contractor's regular rate of pay.

In lieu of cash payment, upon request of the Contractor and approval of the appointing authority, Contractor may accrue compensating time off at premium hours. Cash payment at the Contractor's regular rate of pay shall automatically be paid for any compensating time, which exceeds eighty (80) hours, or for any hours on record immediately prior to termination of Contract.

**C. LEAVE PROVISIONS**

<b>Leave Provisions</b>	
Vacation	80 -160 hours/year
Sick	3.39 hours/pay period
Bereavement	2 days per occurrence (3 if traveling > 1,000 miles)
Holiday	13 days/year
Perfect Attendance	Annual Gym Membership Reimbursement up to \$299
	-or- Annual 16 hours of Perfect Attendance Leave

Contractor shall receive, or be subject to, the above leave provisions and including: Blood Donation, Compulsory, and Jury Duty in the same manner and amounts as employees in the Preschool Services Department - Non-Supervisory Unit

Refer to Item O in this Section for processing of leave balances upon termination of this Contract.

D. MEDICAL AND DENTAL COVERAGE

Contractor must enroll in a medical and dental plan offered by the County, unless enrolled in other comparable employer sponsored coverage. To be eligible an employee must have worked and/or received pay for at least one half plus one hour of regularly scheduled hours in a pay period. If eligible, Contractor shall receive the Medical Premium Subsidy (MPS) of \$194.90 per pay period to offset the cost of medical plan premium charged to Contractor. The applicable MPS amount shall be paid directly to the provider of the County-sponsored medical plan in which the employee has enrolled.

If the Contractor waives or opts-out of County sponsored medical coverage they will be eligible for opt-out/waive in the amount of \$40.00 per pay period.

E. VISION CARE INSURANCE

Subject to carrier requirements, Contractor shall be eligible for employer paid Vision Care Insurance for employee only.

F. LIFE INSURANCE

The County shall pay premiums for \$25,000 term life insurance policy for Contractor. County-paid life insurance will become effective and continue for each pay period in which Contractor is paid for one-half plus one of their regularly scheduled hours. For pay periods in which the Contractor does not meet the paid hour's requirement, Contractor shall have the option of continuing life insurance coverage at Contractor's expense.

G. ACCIDENTAL DEATH AND DISMEMBERMENT

Contractor shall be eligible to purchase Accidental Death and Dismemberment Insurance coverage in accordance with the Certificate of Insurance.

H. EXPENSE REIMBURSEMENT

Contractor may be eligible for expense reimbursement in the same manner as employees in the Preschool Services Department – Non-Supervisory Unit.

I. RETIREMENT PLAN

The Contractor shall participate in the County's PST Deferred Compensation Plan in lieu of any other retirement plan, program or benefits during the term of this Contract. Contractor shall contribute 7.5% of Contractor's biweekly gross earnings. Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of Contractor's maximum wages for Social Security purposes. Contractor shall enroll on forms approved by the Human Resources Division Chief, Employee Benefits and Services. Contractor will not receive County contributions to the plan.

J. SALARY SAVINGS PLAN

Contractor shall be eligible to participate in the County's 457(b) Salary Savings Plans, per the plan documents. Contractor shall not receive County match contributions with respect to participation in such plan.

K. DEPENDENT CARE ASSISTANCE PLAN (DCAP) AND FLEXIBLE SPENDING ACCOUNT (FSA) PLAN FOR MEDICAL EXPENSE REIMBURSEMENT

Contractor shall be eligible to participate in the County's DCAP and FSA Plans per the plan documents. Contractor shall not receive any County match contributions with respect to participation in either plan.

L. LEGALLY REQUIRED BENEFITS

Contractor shall receive all benefits as required by law when eligible (e.g., FMLA, ACA, Military Leave, Time Off for Voting, and Medicare). Where the County provides a greater benefit than is required by law, Contractor shall only receive the minimum benefit in accordance with the law, unless the greater benefit is specifically provided for in another provision of this Contract.

M. SHORT TERM DISABILITY

The County will pay the premium for short-term disability insurance after the employee has completed at least two (2) pay periods of continuous service, each with a minimum of one-half plus one of scheduled hours of regular paid time. The short-term disability insurance plan benefit coverage shall include a provision for a seven (7) consecutive calendar day waiting period from the first day of disability before benefits begin. Contractor shall be eligible to receive the same short-term disability insurance benefits of 55% up to a weekly maximum established by the State of California for the State Disability Insurance fund. Benefit payments terminate when the employee is no longer disabled or after fifty-two (52) weeks of disability. These benefits will be provided subject to carrier requirements as specified in the Short-Term Disability Policy.

N. SERVICE AND EFFECT ON BENEFITS

If Contractor was a County contract employee immediately prior to entering into this Contract, without separation from County employment, execution of this Contract shall not result in separation in County employment for purposes of determining eligibility for and level of benefits, including, but not limited to, health benefits, and leave accrual rates. Thus Contractor's rate for leave accruals is based on the start date of the period of continuous County employment that is extended by this Contract. Contractor shall maintain and carry forward Holiday, Vacation, and Sick Leave balances.

O. BENEFITS UPON TERMINATION OF CONTRACT

Contractor Separated from County Service

Upon separation from County employment, Contractor shall be compensated for any unused Vacation and Holiday Leave at the then base rate of pay. Unused Sick Leave shall be forfeited.

Contractor to Regular County Employment

In the event this Contract is terminated because Contractor is appointed to a regular County position without a break in service, the Contractor shall be provided a new date of hire (i.e., Regular Hire Date). Eligibility for benefits, including, but not limited to, retirement system contributions, health benefits, and leave accrual rates shall be based upon the provisions of the applicable Memorandum of Understanding (MOU) or ordinance in effect at the time Contractor is appointed to a regular County position. Seniority, for purposes of layoff, shall be determined by the most recent Regular Hire Date or as otherwise provided in the applicable MOU.

At the sole discretion of the appointing authority of the County department or office in which appointment to the regular position is made, unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over shall be distributed as outlined in "Contractor Separated from County Service" above.

Contractor to New Contract Position

In the event the Contractor accepts another Contract position with the County without a break in service, at the sole discretion of the appointing authority of the County department or office in which appointment to the Contract position is made, leave accrual rates and unused leave balances may be maintained and carried over. Any leave balances carried over shall be in accordance with the applicable MOU for the bargaining unit associated with the position into which the Contractor was hired. Any leave balances not authorized to be carried over will be distributed as outlined in "Contractor Separated from County Service" above.

P. BILINGUAL COMPENSATION

If Contractor is in a position, designated by the appointing authority, which requires bilingual translation involving the use of English and a second language as part of their regular duties, Contractor shall be entitled to bilingual compensation. Such compensation shall apply regardless of the total time required per day for such translation. Contractors in such positions must be certified

as competent in translation skills by Human Resources to be eligible for compensation. Competency Certification is solely determined and administered by Human Resources. Level 1 - verbal skill level is compensable at fifty dollars (\$50.00) per pay period. Level 2 – written skill level is compensable at fifty-five dollars (\$55.00) per pay period.

Q. PROJECT COMPENSATION

Increases in pay, in the form of Project Compensation, may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. Project Compensation shall be in the form of a specified percentage of the Contractor's base pay. The appointing authority or designee will determine the amount in increments of one-half (1/2) percent from a minimum of two and one-half percent (2-1/2%), up to a maximum of seven and one-half percent (7-1/2%). The Project Compensation will be computed at the specified percentage of the current base pay of the Contractor for each pay period. The Project Compensation shall be considered earnable compensation and shall be considered part of the Contractor's regular rate of pay for purposes of calculating overtime, if applicable. Such increases in pay shall not affect the Contractor's step advancement in the base salary range.

Requests for Project Compensation may be initiated by the appointing authority, who has responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this Contract. It is important to obtain Director of Human Resources review of the request in advance of the date the Contractor begins the assignment, because there is no guarantee the request will be approved. Project Compensation is to be effective only with the Director of Human Resources Department written approval, assignment of additional or greater level of duties, and signed acceptance by the Contractor.

R. PAYROLL ADJUSTMENTS

In situations involving overpayment to a Contractor by the County/Department, said Contractor shall be obliged to repay by payroll recovery the amount of overpayment within the time frame the overpayment received by the Contractor. The Auditor-Controller/Treasurer/Tax Collector's Office or Human Resources, when applicable, shall provide documentation showing the calculations of the overpayment to the Contractor. Extensions to the period for repayment of the overage may be requested by the Contractor, subject to the approval of the County's Auditor-Controller/Treasurer/Tax Collector's Office. Extensions will be approved only in the case of extreme hardship, and the extended period for repayment will not be longer than one and one-half (1-1/2) times as long as the overpayment period. If the Contractor leaves employment prior to repayment of overage, the Auditor-Controller/Treasurer/Tax Collector's Office shall recover the amount owed from the Contractor's final pay. If the amount owed is greater than the Contractor's final pay, the Auditor-Controller/Treasurer/Tax Collector shall initiate the collections process against the Contractor.

In situations involving underpayment to a Contractor by the County/Department, the Contractor shall receive the balance due within the next pay period for which the adjustment can be made, following timely submission of appropriate documentation to the Auditor-Controller/Treasurer/Tax Collector's Office, including necessary approval of the Appointing Authority and the Director of Human Resources.

In those situations where the Contractor has been underpaid by seven and one-half percent (7 1/2%) or more of the Contractor's base pay in the immediately preceding pay period, through no fault of their own, the Contractor may request an on-demand warrant to correct the error. The departmental payroll section shall complete the request for payroll adjustment and forward it and any necessary approval of the Appointing Authority to the Auditor-Controller/Treasurer/Tax Collector within one (1) working day of receipt of the Contractor's request. The Auditor-Controller/Treasurer/Tax Collector's Office shall pay the Contractor the amount due within two (2) working days of receipt of the request for payroll adjustment from the department. For this Section,

base pay shall be determined by multiplying the Contractor's base rate of pay by the number or hours in their usual work schedule.

The Director of Human Resources or designee must authorize payroll adjustments to correct any payroll error or omission for instances arising more than thirteen (13) pay periods prior to the request for payroll adjustment.

## **V. GENERAL PROVISIONS RELATING TO CONTRACTOR**

### **A. TOUR OF DUTY**

Contractor's standard tour of duty (regularly scheduled workweek) shall be established by the Director of PSD, or his/her designee. The Director of PSD, or his/her designee, may modify or change the number of hours in a standard day, tour of duty or shift to meet the needs of the service. Contractor shall not work more than forty (40) hours per workweek without prior approval from the Director of PSD, or his/her designee. The Director of PSD, or his/her designee, shall have the right to direct Contractor to take such time off as is necessary to ensure that Contractor's actual time worked does not exceed forty (40) hours within any given work period.

### **B. CLASSIFICATION**

Contractor will not attain regular status in this position, and as an unclassified Contract employee, will not be provided those rights under the San Bernardino County Personnel Rules afforded only to employees who have attained regular status. This Contract does not expand or alter any jurisdiction established by the Personnel Rules or any MOU. Contractor shall adhere to the County's and PSD's standards of employee conduct, including all applicable rules, policies, and regulations. Violation of applicable standards may result in Contract termination or lesser penalties.

### **C. WORKERS' COMPENSATION AND LIABILITY COVERAGES**

Contractor shall be covered by the County's Workers' Compensation insurance coverage during the hours actually worked under this Contract. Contractor shall be covered by the County's Public Liability Insurance only while performing services under this Contract. Contractor shall only receive those benefits as required by law.

### **D. USE OF PRIVATE VEHICLE**

If the services to be performed under this Contract require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of duties under this Contract.

Contractor agrees to allow the County to obtain a Department of Motor Vehicles report of Contractor's driving record.

In order for Contractor to be able to use a private vehicle during the performance of duties under this Contract, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen thousand dollars (\$15,000) for single injury or death;
2. Thirty thousand dollars (\$30,000) for multiple injury or death;
3. Five thousand dollars (\$5,000) for property damage.

Failure to comply with the requirements of this Paragraph shall be deemed cause for termination of this Contract, pursuant to Section III above.

### **E. EVIDENCE OF ELIGIBILITY TO WORK**

Contractor shall submit evidence of eligibility to work in the United States and verification of identity within three (3) working days of the effective date of this Contract. Contractor shall submit to and successfully complete a pre-employment background check, including a medical examination through the County's Center for Employee Health and Wellness before employment commences. This



provision is satisfied if Contractor is a current employee or Contractor who previously met the requirements of this provision.

F. LICENSE AND CERTIFICATION

Contractor must maintain and show proof of any current license and/or certificate required for this position.

G. DIRECT DEPOSIT

Contractor must make arrangements for the direct deposit of paychecks into the financial institution of their choice via electronic fund transfer. Inability or failure by Contractor to make such arrangements will result in the County paying Contractor via pay card.

H. MISCELLANEOUS

Government Code section 53243.2 requires the following provision be included in this Contract: If this Contract is terminated, any cash settlement related to the termination that Contractor may receive from the County shall be fully reimbursed to the County if Contractor is convicted of a crime involving an abuse of his or her office or position, as defined in Section 53243.4.

**VI. CONCLUSION**

This Contract, consisting of ten (10) pages, is the full and complete document describing services regarding the Contractor's rights and obligations of the parties, including all covenants, conditions, and benefits.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Director of Preschool Services Department

Dated: \_\_\_\_\_

By: ► \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_